

**ENTERED**

June 09, 2017

David J. Bradley, Clerk

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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

FITNESS INTERNATIONAL, LLC,

§

PLAINTIFF,

§

VS.

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CIVIL ACTION NO. 4:14-CV-01565

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LIFE SCIENCE PLAZA INVESTMENT  
GROUP, LP,

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DEFENDANT.

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FINAL JUDGMENT

The case was tried to the Court in a four-day bench trial from April 19 to April 26, 2016. The Court rendered findings of fact and conclusions of law in an Order entered June 17, 2016 [DKT. 78] (the "June Order"). Based upon the foregoing, therefore, it is hereby:

ORDERED, ADJUDGED and DECREED that the June Order is incorporated by reference into this Final Judgment and shall govern the rights and responsibilities of the parties to the Lease Agreement - Life Science Plaza between Landlord Life Science Plaza Investment Group, LP (as successor in interest to Sheridan Hills Development L.P.), and Tenant Fitness International, LLC, as successor in interest to L.A. Fitness International, L.P. (the "Lease") as to the matters resolved therein.

It is further ORDERED, ADJUDGED, and DECREED that Landlord operates the Garage, as defined in the Lease, as a commercial concession, and thus Lease Section 6.C(11) does not allow Landlord to charge Tenant the cost of compensation paid to

clerks, attendants, or other persons working at the Garage as Operating Expenses due as Adjusted Additional Rent under the Lease.

It is further ORDERED, ADJUDGED, and DECREED that Landlord did not abide by the Lease when it unilaterally changed the Building's Net Rentable Area from its original 315,000 square feet as used in the Operating Expense Statements provided to Tenant from 2009 to 2013, and that all Operating Expenses must be calculated using 315,000 square feet as the Net Rentable Area until changed in accordance with the terms of the Lease.

It is further ORDERED, ADJUDGED, and DECREED that all Landlord's calculations of the following expenses charged to Tenant as Adjusted Additional Rent in Landlord's Revised 2009-2013 Statement and Landlord's Revised 2014 Operating Expense Statement, provided to Tenant after the June Order, are correct:

- (i) the Garage, except for the cost of compensation paid to persons working at the Garage;
- (ii) security;
- (iii) cleaning;
- (iv) utilities;
- (v) General Building Repairs and Maintenance expenses;
- (vi) elevator maintenance and repair costs; and
- (vii) HVAC/heating, ventilation, and air conditioning maintenance and repair.

It is further ORDERED, ADJUDGED, and DECREED that the parties shall pay their respective attorneys' fees and costs. No attorneys' fees or costs are awarded to any party in this action.

It is further ORDERED, ADJUDGED, and DECREED that except for any relief included in the forgoing, Tenant takes nothing on its claims against Landlord or its predecessors in interest, and Landlord takes nothing on its claims against Tenant or its predecessors in interest.

Entered this            date of           , 2017.

JUN 08 2017

A handwritten signature in black ink, appearing to be 'AMB' with a long horizontal stroke extending to the right.

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The Honorable Alfred H. Bennett  
United States District Judge